REMARKS

In response to the Office Action of July 1, 2004, Applicant has amended claims 1, 2, 7, 8, 9, 14, 15, 16, 21 and 22, to better define the present invention. Claim 23 has been cancelled.

Further prosecution of the present application and reconsideration and withdrawal of the rejections of the claims are respectfully requested.

The present invention concerns a packaged towel that permits the user to have and use a clean dry towel that can be stored in a minimum amount of space and requires no cleaning or further care after use. The towel is generally tightly sealed, and in one embodiment vacuum sealed, within a gas impermeable material. The gas impermeable material does not let air in or out through the material. The seals of the package typically are of a type that cause the package to be sealed tightly to the goods (here a clean towel) such that opening the package is somewhat difficult. Opening the package is difficult as the package material cannot be lifted from the product to assist in tearing the package open. The sealing of the package, and the maintaining of the tight wrap about the product, is necessary to maintaining the product in a pristine condition and in a compact form. It is desirable to provide certain products, such as clean towels, in packaging where the appearance clearly demonstrates the unused, pristine nature of the product. Further, it is desirable to maintain the package in a compact form so that a plurality of product can be stored together in a smaller storage facility than would otherwise be available to full sized cloth towels typically used and for which the present invention replaces. Any openings made in the product prior to use by the ultimate user, will effect the cleanliness of the towel and its perception as a clean towel. Further, such opening could affect the compact nature of the towel.

Claim Rejections 35 U.S.C. §112

The Office Action has rejected claims 1, 2, 7-9, 14-16, and 21-23 under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement.

The Office action states that the claim language "substantially gas impermeable" material is deemed new matter that was not present in the application and that there is no "inherent disclosure" of a substantially gas impermeable sheet in the application as originally filed. Applicant has amended the claims to include the language "gas impermeable."

Applicant respectfully cites to language in applicant's patent specification at page 3, paragraph [0022]: "Walls 18 and 20 may be comprised of flexible sheets of plastic materials or any other type of materials that will provide for proper operation of compact packaged towel 10." In response to the Office Action's claim that there is no inherent disclosure of a substantially gas impermeable sheet in the application, applicant respectfully makes the following observations. Also, since the claims as amended now state "gas impermeable" applicant will also use this amended language here for clarity purposes.

The fact that "plastic materials" are specified in the application with no qualifying language to limit the type of "plastic materials" the disclosure inherently includes both "gas permeable" and "gas impermeable" plastic materials.

Obviously, sheets of plastic material either are (1) gas impermeable or (2) gas impermeable - they must possess one or the other characteristic. If as the Office Action states that the application does not disclose that the sheets are substantially gas impermeable (or gas impermeable as amended) than the Office Action must reach the incorrect conclusion that the sheets are gas permeable. This is also clearly false because there is no such qualifying language

in the application to support this and the Office Action, according to this line of reasoning, would not be able to reach this conclusion either. As such, if the current reasoning in the Office Action is maintained, the plastic material in applicant's application would be neither gas permeable nor gas impermeable which clearly cannot be possible. As such, applicant respectfully states that "plastic material" with no additional qualifying language must include both types of plastics "gas permeable" or "gas impermeable". Therefore, applicant has amended the claims to include only "gas permeable" materials.

Applicant respectfully requests allowance of claims 1, 2, 7, 8, 9, 14, 15, 16, 21 and 22.

Claim Rejections 35 U.S.C. §102

The Office Action has rejected claim 23 under 35 U.S.C. 102(b) as being anticipated by Kasianovitz et al. (U.S. 5,616,337). Claim 23 has been cancelled.

Claim Rejections 35 U.S.C. §103

Claims 1, 2, 7, 15, 16, 21 and 22 were rejected in the Office Action under 35 U.S.C. 103(a) as being unpatentable over Ravich (U.S. 3,889,804) in view of Miller (US 6,209,724) and Montepiani et al. (US 6,260,705).

Claims 1, 2, 7, 15, 16, 21 and 22 have been amended and applicant respectfully requests reconsideration and allowance in view of the amendments and following remarks.

U.S. Patent to Ravich (No. 3,889,804) discloses a disposable towel that can produce heat when certain chemicals interact with one another. As such, it is the objective of the Ravich invention to provide a heated towel not a compact towel. Ravish discloses three principal embodiments of the invention as shown in FIGS. 1-3. The embodiment shown in FIG. 1

includes a rupture pod 12 having a string 13. When string 13 is pulled, pod 12 releases a liquid solution that reacts with the towel thereby causing the towel to increase in temperature. The embodiment shown in FIG. 3 operates similarly but a pod 32 contains an oxidizing agent in a gel form. As such, it is necessary for the pods to distribute the gel or liquid to the towels. If the pouch were compact by removal of substantially all of the air out of the pouch, the pouch walls would "form" or "press in" around the pods due to the removal of air and thereby interfere with the delivery of the gel or liquid to the towel. Further, the pouch would "form" or "press in" around the towel and make it difficult for the gel or liquid to be distributed to the towel. As such, it is not obvious to remove the air from the pouch because there are no immediate benefits to doing so. Moreover, doing so would interfere with the operation of the invention as intended. With respect to the embodiment shown in FIG. 2, this teaches two compartments with one towel in each compartment separated with a divider to prevent the towels from coming into contact and generating heat. The Miller reference, on the other hand, teaches multiple compressive fiberglass non-woven pads. It is not obvious to combine the teachings of Ravich with the teachings of Miller because there is no suggestion in Ravich that there would be a benefit to reduce the air in the two separate compartments. Further, the multiple relatively thick filter pads are not comparable to the relatively thinner towels used in Ravish and as such it is not obvious to apply the method of filter pad compression used in Miller to the towels used in Ravich.

The Office Action rejected claims 8, 9 and 14 under 35 U.S.C. 103(a) as being unpatentable under Kasianovitz in view of Miller. Kasianovitz teaches a unit dose skin care package that contains two compartments separated by a frangible seal (a readily or easily broken seal). For proper operation of the invention to function, first the easily broken seal must not

rupture before use and also the liquid or solvent must flow easily from one chamber to the other. There is no suggestion in the specification that it is desirable to remove the air under vacuum from wither of the two compartments. In fact, if a vacuum was applied to remove the air, the invention would not operate properly as intended. The vacuum would cause the frangible seal to be subject to greater pressure and be broken easier and the removal of air would make it considerably more difficult to move the liquid or powder to the adjoining compartment. As such, it is not obvious or desirable to combine the teachings of Kasianovitz with this teaching of Miller.

Applicant notes that the fee for a three month extension of time and a petition requesting such an extension are enclosed with this reply. Applicant believes that no other fee is due in connection with this response. If, however, there is a fee due the Commissioner is hereby authorized to charge the unpaid amount, or credit any overpayment, to Deposit Account No. 23-0920. Further, if the enclosed petition is inadequate, for whatever reason, or if a further petition is necessary, Applicant hereby requests that this document be considered such a petition and that any additional fee be charged to the deposit account noted above.

Reconsideration and withdrawal of the rejections of the claims is respectfully requested. A sincere effort has been made to overcome the Examiner's rejection and to place the application in allowable condition. Applicant invites the Examiner to call Applicant's attorney to discuss any aspects of the invention that the Examiner may feel are not clear or which may require further discussion.

In view of the foregoing remarks and amendments, it is believed that the subject application is now in condition for allowance, and an early Notice of Allowance is respectfully requested.

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Respectfully submitted,

WELSH & KATZ, LTD.

By: _____
Richard J. Gurak
Registration No. 41,050

WELSH & KATZ, LTD.
120 South Riverside Plaza, 22nd Floor
Chicago, Illinois 60606
Telephone: (312) 655-1500